

## **EXHIBIT 15**

### **POST WARRANTY ON-SITE MAINTENANCE**

#### **SECTION ONE: EQUIPMENT TO BE MAINTAINED**

The following equipment, including any part thereof ("On-Site Equipment"), shall be maintained by the Contractor according to the terms of this Exhibit and the Contract:

- (a) Customer Service Terminals (CST)
- (b) Data Acquisition Computers (DAC)
- (c) Back Office Computer Systems (BOC)
- (d) Photo ID System

#### **SECTION TWO: AGENCY RESPONSIBILITIES**

2.1 In the event any unit of On-Site Equipment fails to comply with the Contract requirements ("Defective unit"), Agency personnel will request on-site maintenance from the Contractor upon discovery of such failure, providing the Contractor with reasonable details of the failure.

2.2 The Agency shall provide the Contractor with access to facilities for the purpose of repairing or replacing a Defective unit.

#### **SECTION THREE: CONTRACTOR RESPONSIBILITIES**

3.1 The Contractor shall ensure that it has the resources necessary to maintain all On-Site Equipment such that it will be capable of operation in accordance with the Contract requirements.

3.2 The Contractor shall be available to provide on-site maintenance to the Agencies sixteen (16) hours per day, seven (7) days a week.

3.3 The Contractor shall respond to on-site maintenance requests generated by an Agency under subsection 2.1 above and shall also respond to automatically generated System operating status information which is monitored by the Contractor via the clearinghouse system.

3.4 The Contractor shall arrive on-site within 90 minutes after receiving an on-site maintenance request either from an Agency or from automatic notification by the System.

3.5 The Contractor shall follow the proper Agency security procedures provided to it by an Agency for gaining access to Agency facilities and the On-

Site Equipment located thereon.

3.6 The Contractor shall ensure that replacements of entire units of equipment, and replacements of components and parts installed as part of a repair, are new at the time of installation, unless the Contractor receives prior approval from an Agency to provide otherwise. If a unit of equipment is replaced by a new unit under subsection 6.1 or if the Agencies pay the applicable purchase price for the new unit under subsection 6.2, the new unit shall be covered by a new Warranty Period of twelve (12) months following acceptance of the unit.

3.7 The Contractor shall decide whether to replace or repair On-Site Equipment. In the event that a component cannot be repaired or direct replacement spare parts cannot be secured, the Contractor shall upgrade systems as required using commercially available parts and products.

3.8 The Contractor shall ensure that all work performed or furnished under this Exhibit shall be performed in a good, workmanlike, and professional manner, by qualified personnel and in accordance with the standards of persons and firms with specialized knowledge, expertise and experience who are leading designers and providers of systems, software and hardware in the automated smart card fare payment industry.

3.9 The Contractor shall document all repairs and/or replacements of On-Site Equipment performed by the Contractor throughout the term of the Contract. In accordance with Section 6.III-13.3.1 of the Contract regarding Maintenance Reports, the Contractor shall submit monthly reports to the Contract Administrator which include, at a minimum, information related to each repair including, but not limited to, time, day, unit of equipment, defective component, type of failure, type of repair or replacement made and by whom.

#### **SECTION FOUR: MEAN-TIME-TO-REPAIR**

The Contractor's mean-time-to-repair On-Site Equipment shall not exceed the following:

(a)	Customer Service Terminals	15 minutes
(b)	Data Acquisition Computers	30 minutes
(c)	Back Office Computer Systems	30 minutes
(d)	Photo ID	30 minutes

#### **SECTION FIVE: MAXIMUM-TIME-TO-REPAIR**

5.1 Subject to subsection 5.2, the Contractor's maximum time to repair any unit of On-Site Equipment shall be 90 minutes.

5.2 Any On-Site Equipment or component requiring repair in excess of the maximum time to repair shall instead be replaced with spare equipment or components provided by the Contractor. The original damaged or failed equipment or component shall be repaired or replaced at Contractor facilities, and it shall be maintained in Contractor spares inventory or returned to the appropriate Agency upon repair.

## **SECTION SIX: PAYMENT**

6.1 The Contractor shall repair/replace a Defective unit of On-Site Equipment and rebate the monthly fee paid by the Agencies attributable to a Defective unit if the failure of the unit:

- a. constitutes a failure to meet the Performance Requirements under Sections 6.III-11.3, 12.3, or 13.5 of the Contract and such failure does not constitute an Agency responsibility under subsection 6.2 of this Exhibit; or
- b. was caused by the deliberate or negligent act of the Contractor, its Subcontractors of any tier or their respective officers, directors, employees, agents and representatives.

6.2 If a file is modified or deleted from a unit of On-Site Equipment due to the intentional or negligent act of an Agency employee, Agency Consultant, or other third party not under Contractor control or if a unit of On-Site Equipment fails due to physical damage beyond normal wear and tear, the Agency shall pay the Contractor for re-installing the file or repairing/replacing the Defective unit unless the physical damage was caused by:

- a. the Contractor's failure to comply with the "ruggedizing" and other performance, reliability and other requirements of the Contract; or
- b. the deliberate or negligent act of the Contractor, its Subcontractors of any tier and their respective officers, directors, employees, agents and representatives.

The cost of a re-installation or a repair under this subsection 6.2 shall include, subject to the provision of documentation required for Contract Claims under Section 3.I-33, the reasonable labor costs (calculated by multiplying the actual hours reasonably required for the repair by the applicable hourly labor rate for the person performing the repairs as provided in Exhibit 9, Section XVII) and the reasonable material costs including a reasonable material mark-up for overhead/profit not exceeding 31.3%. The cost of a replacement under this subsection 6.2 shall be the applicable unit purchase price as provided in Exhibit 9, Section II. Absent prior agreement by an Agency, however, an Agency shall not be required to pay repair costs under this subsection that exceed fifty percent

(50%) of the cost of a new unit of equipment and the Contractor shall replace such unit at the applicable purchase price as provided in Exhibit 9, Section II.

6.3 If a unit of On-Site Equipment fails for any reason and the Contractor is not responsible for costs under subsection 6.1 and the Agency is not responsible for costs under subsection 6.2, it shall be repaired or replaced under the monthly fee charged to the Agencies as set forth in Exhibit 9, Section VIII as total compensation for the repair/replacement.

6.4 If both the Contractor and an Agency are responsible for the repair or replacement of a unit of On-Site Equipment due to a combination of the causes in subsections 6.1 through 6.3, the repair/replacement costs shall be apportioned between an Agency and the Contractor according to each party's relative share of responsibility for the failure.

6.5 If the Contractor and the Agencies cannot agree on which party is responsible for the repair/replacement costs, or their respective shares of responsibility, the Contractor shall preserve the subject device for inspection by the Contract Administrator and any independent party to which the parties agree to submit the issue for a nonbinding recommendation.

6.6 The Contractor shall submit a monthly invoice to the Contract Administrator for any chargeable On-Site Maintenance completed by the Contractor in accordance with the Contract requirements during the previous month. The Agencies will pay the Contractor within thirty (30) days of receipt of invoice for On-Site maintenance completed in accordance with the Contract requirements.

## **SECTION SEVEN: LEGAL RELATIONS**

7.1 In the event the Contractor fails to comply with its obligations herein, the Contract Administrator shall, upon written notice to the Contractor, have the authority to deduct the Agency's cost for the Contractor's non-compliance from any compensation due or to become due to the Contractor.

7.2 The Contractor's satisfaction of its maintenance obligations herein shall not constitute a waiver by an Agency of the Contractor's breach of its obligations under the Contract.

7.3 All remedies available to an Agency for the Contractor's breach are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

## **SECTION EIGHT: IDENTIFICATION OF AGENCY AND CONTRACTOR CONTACTS**

8.1 The Agency contact information for purposes of On-Site maintenance is as follows:

### Snohomish County Public Transportation Benefit Area:

Community Transit  
ATTN: RFCS Project Agency Site Manager  
7100 Hardeson Road  
Everett, WA 98203-5834

### Kitsap County Public Transportation Benefit Area:

Kitsap Transit  
ATTN: RFCS Project Agency Site Manager  
200 Charleston Blvd.  
Bremerton, WA 98312

### Central Puget Sound Regional Transit Authority:

Sound Transit  
ATTN: RFCS Project Agency Site Manager  
401 South Jackson Street  
Seattle, WA 98104-2826

### City of Everett:

Everett Transit  
ATTN: RFCS Project Agency Site Manager  
3220 Cedar St.  
Everett, WA 98201

### Washington State Ferries:

Washington State Ferries  
ATTN: RFCS Project Agency Site Manager  
2911 Second Avenue  
Seattle, WA 98121

King County:

King County Metro Transit  
ATTN: RFCS Project Agency Site Manager  
201 South Jackson Street (MS-KSC-TR-0333)  
Seattle, WA 98104-3856

Pierce County Public Transportation Benefit Area:

Pierce Transit  
ATTN: RFCS Project Agency Site Manager  
P.O. Box 99070  
Tacoma, WA 98499-0070

8.2 The Contractor's contact information for purposes of On-Site maintenance is as follows:

ERG Transit Systems (USA) Inc.  
ATTN: ERG RFCS Project Manager  
1800 Sutter St., Ste. 900  
Concord, CA 94520

8.3 Any changes in contact information from that noted above must be communicated in writing to the other party.